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Contract Database Metadata Elements

Title: **Greenwood Lake Union Free School District and Greenwood Lake School Related Personnel Unit, Greenwood Lake Teachers Association (GLTA), NYSUT (1999)**

Employer Name: **Greenwood Lake Union Free School District**

Union: **Greenwood Lake School Related Personnel Unit, Greenwood Lake Teachers Association (GLTA), NYSUT**

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Greenwood Lake Ufsd And
Greenwood Lake School Related
Persl

240 SD
1340 98W

*Final +
Signed*

GREENWOOD LAKE UNION FREE SCHOOL DISTRICT

AND

**GREENWOOD LAKE SCHOOL RELATED PERSONNEL UNIT OF
THE GREENWOOD LAKE TEACHERS ASSOCIATION/NYSUT**

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

NOV 29 1999

EXECUTIVE DIRECTOR

JULY 1, 1999 TO JUNE 30, 2002

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE I	RECOGNITION 1
ARTICLE II	ASSOCIATION DUES AND FEE DEDUCTIONS 1
ARTICLE III	WORKWEEK, WORKDAY AND SPECIAL CONDITIONS 2
ARTICLE IV	TEACHER ASSISTANT 7
ARTICLE V	DURATION OF CONTINUANCE 7
ARTICLE VI	NEGOTIATION PROCEDURE 7
ARTICLE VII	LEAVES OF ABSENCE 8
ARTICLE VIII	VACANCIES, TRANSFERS, PROMOTIONS 11
ARTICLE IX	PERFORMANCE CONTRACTING 12
ARTICLE X	MAINTENANCE OF STANDARDS 12
ARTICLE XI	LAY-OFFS 13
ARTICLE XII	FAIR PRACTICES 13
ARTICLE XIII	HOLIDAYS AND VACATIONS 13
ARTICLE XIV	GRIEVANCE PROCEDURE 14
ARTICLE XV	PERSONNEL FILES 15
ARTICLE XVI	GENERAL CONDITIONS 16
ARTICLE XVII	SENIORITY 16
ARTICLE XVIII	SALARY 17
ARTICLE XIX	RETIREMENT INCENTIVE 18
ARTICLE XX	LEGISLATIVE AUTHORITY AND DURATION 19

ARTICLE I - RECOGNITION

The Board of Education of the Greenwood Lake School District, having determined that the Greenwood Lake Teachers' Association/NYSUT is supported by a majority of the members of the School Related Personnel Unit composed of secretaries, clerk-typists, stenographers, registered nurses, cafeteria employees except supervisor, teachers aides and teaching assistants, hereby recognizes the GLTA/NYSUT as the sole and exclusive bargaining agent for the purpose of collective bargaining and administration of grievances. Such recognition shall extend for the maximum period allowed by law.

ARTICLE II - ASSOCIATION DUES AND FEE DEDUCTIONS

A. The District agrees to deduct dues from the salaries of its unit members for the Association and its affiliates as they individually and voluntarily authorize.

B. Moneys deducted from unit members' paychecks for dues will be paid to the Association Treasurer entitled to said funds at intervals to be agreed upon by the School Business Manager and the President of the Association, and will adhere to the following schedule where practicable: Ten percent (10%) monthly, September through June. In the event of termination of employment, the District shall deduct dues on a pro-rated basis on the amount of time worked.

C. The Association shall provide the District with a list of the original signed dues authorization cards of those employees who have voluntarily authorized the District to deduct dues for the Association.

D. The District shall, following each pay period from which a dues deduction is made, transmit the amount so deducted to the Association.

E. It is recognized that proper negotiation, administration of collectively negotiated agreements, and providing necessary supportive services entail expense to the Association as

exclusive representative of the employees in the bargaining unit. To provide for the fair and equal distribution of this financial burden, it is agreed that said expense should be shared by all employees in the unit benefiting from such agreements.

F. Effective July 1, 1987, unit members who are not members of the Association shall be required to pay an agency fee to the Association in an amount equivalent to full Association dues. The District shall deduct the agency fee from the salaries of all non-Association members and shall transmit the sum so deducted to the Association at the same time and in the same manner as dues deducted from the salaries of the Association members. The Association agrees to provide the District with a list of all non-members requiring fee deductions by October 15, said list to be amended from time to time. Upon request of any unit member, the Association shall provide a detailed accounting of its expenditures to said unit member and the District. The Association represents that it has established and will maintain a procedure which provides for the refund, to any unit member who so demands, of any part of an agency fee deduction which represents that unit member's pro-rata share of expenditures in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment. The Association will provide the District with a copy of the refund procedures prior to the deduction of any agency fees pursuant to this provision. The Association shall indemnify the District against damages which may be recovered against the District as well as provide a legal defense related to the District's obligations under this provision of the Agreement, except with respect to the obligation to make the deductions as described in this paragraph.

ARTICLE III - WORKWEEK, WORKDAY, AND SPECIAL CONDITIONS

A. Workweek - Workday

1. The maximum number of hours in the workday in the elementary and middle school for unit employees, exclusive of overtime or compensatory time, shall be as follows:

<u>Title</u>	<u>Maximum Hours</u>
School Nurse	Teacher workday
Teacher Aides	Teacher workday
Secretaries	8 hours inclusive of lunch
Cafeteria Workers	7 hours inclusive of lunch

2. Part-time unit members shall receive fringe benefits on a pro-rated basis, except that any unit member enjoying full fringe benefits on or before September 1, 1984 shall suffer no reduction of benefits in the event that his/her position is reduced to part-time.

3. Cafeteria - All cafeteria employees shall be paid only for those hours worked.

4. Call-In Pay/Holidays/Saturday-Sunday (time and a half): Employees who are called in for emergencies shall be compensated for a minimum of a half day.

5. Twelve month employees shall work the teacher work year, plus six days during mid-year recess periods. They shall also be granted July 4th and Labor Day as holidays.

The work year for all other unit members shall begin no earlier than September 1st and end no later than June 30th, and total not more than 182 days. Any Superintendent conference days shall be planned by a joint union/administrative committee subject to the final decision of the Superintendent. Part-time unit members whose regular hours of work are fewer than the hours of a required Superintendent's Conference Day(s) shall be paid at straight time for hours on such Superintendent's Day(s) which exceed their regularly scheduled hours of work.

6. Nurses who are required to work during the Summer months shall be paid 1/200th of annual pay per day. All such work shall be approved in advance by the Superintendent of Schools or his/her designee.

B. Duty Free Lunch

1. All full-time members of the unit shall be granted a minimum of 42 minutes, or one period, for lunch, duty free.
2. All full-time members shall have at least two (2) 15-minute rest periods per day.

C. Adverse Weather Conditions

1. When school is canceled because of weather conditions, all employees in the Association need not report to work, (except at the discretion of the Superintendent, an employee may be called to work and shall receive pay at the rate of time and one-half or receive one hour of compensatory time off for each hour worked on such day[s] at the Employer's option).
2. In the event school is closed after the beginning of the school day, all employees in the Association shall be dismissed within 1.5 hours after it is determined that school is to be closed, when possible.
3. If, for any emergency, employees are required to remain with children, they shall be paid at the rate of time and one-half or receive one (1) hour of compensatory time off for each hour worked on such day(s) at the Employer's option.

D. Desirable Conditions

1. Offices shall be heated, air-conditioned or fanned when secretaries or other members of the unit are working.
2. On days when an employee has a course, days preceding a holiday and Fridays, an employee may leave as soon as the students have left.

E. Copies of the Agreement - Seventy-five (75) copies of this Agreement will be provided to the GLTA.

F. Use of Facilities - Employees of this unit shall have the same access to and use of the lounges, dining areas and work areas as the members of the Teacher Bargaining Unit.

G. Medical Examinations - If the Board shall require that each new employee covered by this Contract shall be expected to have a physical examination before he/she begins employment, the Board shall pay the cost of a routine physical performed by the Board doctor. If prospective employees object to the Board doctor, the employee shall pay the amount above the cost of the fee paid to the school physician.

H. Safety Practices - The District will make every reasonable effort to assure that the equipment and working conditions are safe.

I. Health Insurance

1. All full-time employees shall contribute \$100.00 per school year toward health insurance premiums for individual and dependent coverage. This school district agrees to pay the remainder of the individual and dependent premium costs for hospitalization insurance provided by the Orange-Ulster BOCES Health Plan. The District agrees to maintain equal or superior coverage to that provided in the Orange-Ulster BOCES Health Plan. The District shall institute a three-part §125 I.R.C. Plan for the benefit of the employees.

2. Unit members shall not be entitled to dual coverage under the Orange-Ulster BOCES Health Plan if a spouse is likewise entitled. In such case, there shall be entitlement to only

one family coverage per couple or each may engage in individual coverage. In the event of conflicting contract language with that of another School District participating in the Orange-Ulster BOCES Health Plan, a birthday rule shall be utilized to determine which District pays for the family coverage.

3. Unit members participating in Health Maintenance Organization coverage shall be entitled to District contribution up to the same monthly dollar amount paid as the District's share towards individual or dependent premium coverage under the District's Plan. The remainder shall be paid as the employee premium contribution.

4. This benefit shall be pro-rated for part-time employees.

J. Health Insurance Buy-Out

1. Unit members who are otherwise health insured may voluntarily opt out of the District's health insurance program and receive a payment of \$900.00 for opting out, payable in twelve (12) monthly installments of \$75.00 each. The employees must give written notice of opting out by the date specified below and must also produce proof of other health insurance coverage at the time of making application for the buy-out.

2. For the 1990-91 school year, written notice and proof of other health insurance coverage must be submitted to the Business Office by no later than January 10th for buy-outs effective February 1, 1991. Thereafter, application must be made at least one month before the first day of the next following month, at which time the buy-out will become effective (i.e., on or before August 1st for a buy-out effective September 1st). Re-entry into the plan shall be at the employee's option at the earliest time allowed by the plan, upon written notice to the Business Office. (On July 1, 1990, re-entry is allowed by the plan on the first day of the next month.)

3. For every two (2) buy-out participants above the base number who participated in the buy-out program in February of 1993, the amount of the buy-out payable to all participants shall increase by \$200.00, until the buy-out amount reaches \$1,200.00. The buy-out

shall not be available to unit members who are ineligible for coverage under the District's Health Insurance Plan by reason of the provisions of Paragraph "I(2)", above.

4. A part-time employee must work at least 50% of each work day or each work month to be entitled to a health insurance buy-out, which shall be pro-rated based upon the percentage of the work day worked or work month worked by such part-time employee.

ARTICLE IV - TEACHER ASSISTANT

Teacher aides shall not be required to perform the duties of a teaching assistant.

ARTICLE V - DURATION OF CONTINUANCE

This Agreement shall be effective July 1, 1999, and shall continue in effect in accordance with Article VI of this Agreement.

ARTICLE VI - NEGOTIATION PROCEDURE

A. No later than February 1 of the year the Contract ends, the parties will enter into good faith negotiations with the exchange of proposals for a successive agreement.

B. Ground rules and dates, locations and terms for meetings shall be agreed upon mutually.

C. The parties agree that their negotiating representatives have full authority to make and consider proposals and to reach agreement on a final contract.

D. Should the parties fail to reach a new agreement prior to the expiration of the Contract, the terms and conditions of this Agreement shall remain in force for the maximum time permitted by law.

ARTICLE VII - LEAVES OF ABSENCE

A. Sick Leave

1. Ten (10) month employees shall receive twelve (12) days leave per year and twelve (12) month employees shall receive fourteen (14) days sick leave.
2. Unused sick leave days shall be accumulated up to one hundred ninety (190) days.
3. Sick leave provisions shall become effective on the first day an employee reports for duty.
4. All new employees shall be entitled to one (1) sick day per month for the first year of employment.
5. In any case of prolonged injury or illness, leave of absence shall be considered up to two (2) years.
6. Seniority shall continue to accrue while a unit member is on sick leave.
7. After five (5) consecutive days of absence due to illness or disability, the Superintendent may ask for a doctor's note verifying such illness or disability.

B. Sick Leave Bank

1. A sick leave bank will be established for the sole purpose of assisting staff members on extended illness who have used their accrued sick days.

- a. There shall be no District contribution.
- b. Joint Administration, GLTA/SRP and Board.
- c. No more than two (2) days per year per unit member may be contributed to the sick bank.
- d. No more than one hundred (100) days total in the bank at any time.
- e. Written waivers from each contributor acknowledging that days cannot be taken back.
- f. All contributions to be made by September 15th.
- g. Eligibility for use shall be limited to thirty (30) days per participant, unless otherwise determined by the Joint Committee.

C. Personal Leave

1. Each employee shall be granted three (3) days per year for personal business which cannot be transacted on a day other than a school day. No reason(s) shall be required for personal leave. Unused personal leave will be converted to sick days at the end of each school year.

2. Personal and vacation leave may not be used to extend holidays, vacation or school recess periods without the approval of the Superintendent.

D. Bereavement Leave

1. Bereavement leave up to five (5) days per year shall be granted in case of a death in the family. Families shall include the following: spouse, parent, child, brother, sister, stepchild, mother-in-law, father-in-law, grandchild, and any member of the resident household. The District may grant additional days at its discretion. This leave is not to be cumulative and there shall be no loss of pay or charge against sick leave. Such leave shall be available upon the death and/or the day(s) immediately following the death.

2. A one (1) day leave will be granted for the death of a brother-in-law, sister-in-law, grandparent, aunt or uncle. Such leave shall be available upon the death and/or day(s) immediately following the death.

3. The Superintendent may grant additional bereavement days under paragraphs "1" and "2" above, at his/her discretion.

E. Child Care Leave

1. Employees shall be entitled to use sick leave if actually disabled.

2. An employee shall be entitled to up to two (2) years child care leave.

3. Employees must apply thirty (30) days in advance for child care leave.

4. The parties shall agree as to the beginning and ending of child care leave at the semester or term.

5. Child care time will not accrue for seniority or step.

6. Child care leave provisions apply to natural or adopted children up to six (6) years old.

F. A leave of absence will be granted for up to one (1) year with the mutual consent of the Board and the Association; provided, however, that such leave shall not be used for the purpose of pursuing a career elsewhere and that the leave termination date will coincide with the end of the school year. The employee shall neither gain nor lose seniority during such leave.

G. Leave for Legal Duty - Any employee subpoenaed to appear in Court, before any agency or other quasi-judicial proceeding on behalf of the District shall be granted time off without loss of pay and the time shall not be deducted from any accumulated sick or personal leave days.

The District shall not charge days served on the jury against sick or personal leave, but shall be entitled to receive all fees for jury duty service except travel and meal allotments.

H. Leave for Association Business - In order to maintain a cooperative atmosphere between the Board of Education, the Administration and the Association, the unit shall be granted no more than nine (9) days a year to conduct the necessary business. The utilization of these days must be upon at least two (2) days' notice to the Superintendent.

I. Workshop/Conference Leave - With the Superintendent's approval an employee shall be allowed to attend, with pay, workshops or conferences related to their duties in the District.

ARTICLE VIII - VACANCIES, TRANSFERS, PROMOTIONS

A. New Positions and Vacancies

New bargaining unit positions and vacancies in existing positions shall be adequately publicized by posting a notice in every school on the teachers' bulletin board, which sets forth a description of and the qualifications for the position. During summer vacations, notices of vacancies shall be mailed to the GLTA-SRP Co-presidents. All qualified employees who indicate their interest, in writing, shall be interviewed prior to any final decision. Consideration shall be given to those already employed.

B. Transfers - No employee shall be involuntarily transferred out of his/her job category.

ARTICLE IX - PERFORMANCE CONTRACTING

No work presently performed by members of the bargaining unit shall be performed by a non-member of the unit or subcontracted to any other party without the express written consent of the Association.

ARTICLE X - MAINTENANCE OF STANDARDS

A. All terms and conditions of employment in effect at the time this Contract becomes effective shall remain in full force and effect during the life of this Contract, except where improved or modified by this Contract.

B. This Agreement shall be effective July 1, 1999 and continue to June 30, 2002. It may be altered, added to, deleted from or modified only by the voluntary mutual consent of the parties in a written and signed memorandum.

1. It shall be the prerogative of the District to institute new practices concerning matters not covered by this Agreement, which matters shall not be subject to negotiation during this Agreement. No policy undertaken pursuant to this Article shall alter wages, hours or conditions of work as set forth in this Agreement.

2. All District practices and policies relating to collective bargaining subjects which have not been altered or changed by this Agreement shall remain in full force and effect.

C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

ARTICLE XI - LAY-OFFS

In the event that lay-offs are anticipated, the Union will be notified, in writing, as soon as possible for the purpose of further discussion at the labor management committee meeting.

ARTICLE XII - FAIR PRACTICES

A. Secretaries, clerical and cafeteria staff members shall not be responsible for any implementation of student disciplinary action but shall exert adult leadership.

B. Aides who are requested by the principal to substitute teach for absent teachers or cover by teaching the class of a teacher who has been called out of the classroom, shall be paid at a rate of an additional \$7.00 per period in the secondary grades and at the rate of \$42.00 per day, \$21.00 per half day or \$7.00 per secondary period equivalent in the elementary school.

C. When any aide is absent, a substitute shall be called. Any aide who works a lunch period or other free time will be compensated at the rate of time and one-half or granted compensatory time off on an hour-for-hour basis, at the Employer's option.

D. In order to carry out the obligations of his/her position, the school nurse may leave the building at any time with notice given to an administrator.

ARTICLE XIII - HOLIDAYS AND VACATIONS

A. Vacation With Pay - Allowance - Annual vacations for twelve (12) month employees shall be as follows:

After one year	-	ten (10) days
After two years	-	eleven (11) days
After three years	-	twelve (12) days

After four years	-	thirteen (13) days
After five years	-	fifteen (15) days.

B. Accrued Vacation - Any employee who leaves his/her employment for any reason, including discharge for cause, shall be entitled to accrued vacation. This may be compensated by time or money, as determined by the employee.

ARTICLE XIV - GRIEVANCE PROCEDURE

A. A grievance is a claimed violation, misinterpretation or inequitable application of the terms and conditions of this Agreement, or any established working conditions.

B. Grievances shall be initiated in writing within fifteen (15) school (working) days of the date on which the act grieved occurred. Summer grievances shall be weekdays.

C. All grievances shall be processed through the Association. The grievance committee shall have the exclusive right to process a grievance.

D. The Association and the District shall attempt to resolve all grievances within thirty (30) days of the original written submission. This may be done either on an informal or formal basis.

E. Should the matter not be resolved in "D" above, the Association may submit the grievance to final and binding arbitration.

1. The parties shall then attempt to select a mutually agreed upon arbitrator. If they fail, the matter shall be referred to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

2. The arbitrator's decision will be accepted by both parties as final and binding.

3. The arbitrator shall be without power to add to, subtract from, change or otherwise alter the provisions of this Agreement, and shall be without power to add terms and conditions of employment to the provisions of this Agreement.

4. The costs of the arbitration shall be divided equally between the District and the Association.

5. A failure on the part of the Union to invoke the grievance process or to promote a grievance within the time lines referenced above, shall be deemed a waiver of the right to pursue the grievance.

ARTICLE XV - PERSONNEL FILES

A. There shall be only one personnel file maintained for each employee.

B. No material other than routine financial notices shall be placed in an employee's file without the employee being given an opportunity to sign that material. Employees shall be requested to indicate that they have received it and have been properly notified. Upon failure to sign, a supervisor shall so note and initial the document indicating the receipt by the employee. The signing by the employee shall not be interpreted as agreement with the contents therein.

C. Employees (and/or their designated representative with written permission) shall be permitted to examine and make copies of materials in their file at reasonable times.

D. Any material found in the file not placed in accordance with Section "B" above, may be grieved at the request of the employee. Said material shall be sealed separately in the file pending the outcome of the grievance.

E. The District shall not submit any critical evaluative letter nor commence disciplinary proceedings until after a disciplinary interview has been conducted with the unit member. This provision shall not apply in a criminal investigation.

ARTICLE XVI - GENERAL CONDITIONS

A. Employees who use their own cars for authorized school travel and school-related actions will be compensated at the current rate as set forth by the IRS. They shall also be covered under the school's vehicle insurance policy while transporting students or traveling to specific destinations for school business.

B. The District will provide a clothing allowance of \$75.00 per year for cafeteria employees and nurses.

C. A labor-management committee shall be established with equal District and Association representation which shall meet at least four (4) times during each year.

ARTICLE XVII - SENIORITY

A. Seniority lists by category will be provided annually.

B. If a position should be reinstated within four (4) years of its elimination, said position shall first be offered in writing to the last occupant with a copy to the designated Association representatives.

C. In the event a lay-off is deemed necessary by the District, the least senior employee in the classification affected, District-wide, shall be the first laid off, provided that the employee transferred to fill the resulting vacancy is fully capable of performing the resulting vacated job.

ARTICLE XVIII - SALARY (1999-2000 through 2001-2002)

Unit members salaries shall be increased by \$100.00 each effective July 1, 1999 and then by an additional 4.5% effective July 1, 1999, 4.5% effective July 1, 2000 and 4.5% effective July 1, 2001. Notwithstanding the above, and in lieu thereof, cafeteria workers shall receive raises of \$1.00 per hour effective July 1, 1999, an additional \$1.00 per hour effective July 1, 2000 and an additional \$1.10 per hour effective July 1, 2001.

A. Salary/Wage Ranges

- | | | |
|----|---------------------------------------|---|
| 1. | School Nurse: | \$18,921 - \$28,831 [1999-2000]
\$19,772 - \$30,128 [2000-2001]
\$20,662 - \$31,484 [2001-2002] |
| 2. | Secretary to Principal:
(12 month) | \$16,413 - \$25,194 [1999-2000]
\$17,151 - \$26,328 [2000-2001]
\$17,923 - \$27,512 [2001-2002] |
| 3. | Teaching Assistant: | \$13,903 - \$17,668 [1999-2000]
\$14,528 - \$18,463 [2000-2001]
\$15,182 - \$19,294 [2001-2002] |
| 4. | Teacher Aide: | \$11,087 - \$18,780 [1999-2000]
\$11,586 - \$19,625 [2000-2001]
\$12,108 - \$20,508 [2001-2002] |
| 5. | Cafeteria Worker: | minimum rate of:

\$6.24 [1999-2000]
\$7.24 [2000-2001]
\$8.34 [2001-2002]. |

B. The District shall contribute to the Annuity Fund for each employee in this unit, 7.5% of his/her respective salary, effective July 1, 1990.

C. Longevity shall be added to the base salary for all employees as follows:

	<u>AIDES</u>	<u>ALL OTHERS</u>
After 10 years -	\$600.00	\$450.00
After 15 years -	\$450.00	\$300.00
After 20 years -	\$350.00	\$350.00

D. The District shall contribute to the Welfare Fund for each employee as follows: \$685.00 per unit member effective July 1, 1999; \$720.00 per unit member effective July 1, 2000; and \$755.00 per unit member effective July 1, 2001.

ARTICLE XIX - RETIREMENT INCENTIVE

A. Unit members who are fifty-five (55) years of age and older and who have served for at least fifteen (15) years in the District in 1990-91, shall be entitled to a "retirement incentive" if they resign from employment, effective June 30, 1991, after having given at least four (4) months written notice of their resignation. The retirement incentive shall be conditioned upon the employee having at least ninety (90) days of accumulated sick leave at the time of retirement, whereupon he/she shall be entitled to fifteen percent (15%) of his/her final years salary or wage earning, up to \$3,400.00.

B. For those unit members who become fifty-five (55) years of age after 1990-91, the incentive shall be payable, provided that the conditions of employment for fifteen (15) years are also met in the 55th year or in the later year when the fifteenth (15th) year of service requirement is met. The same sick leave accumulation requirement and percentage/dollar limit, as set forth in paragraph "A", above, shall apply and the resignation must be presented, in writing, at least four (4) months in advance of the June 30th resignation date in the year of eligibility.

ARTICLE XX - LEGISLATIVE AUTHORITY AND DURATION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

This Agreement shall be effective July 1, 1999 and continue through June 30, 2002. It may be altered, added to, deleted from, or modified only by the voluntary mutual consent of the parties in a written and signed memorandum.

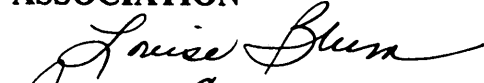
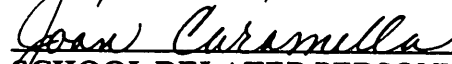
Dated this 23rd day of JUNE, 1999.

**GREENWOOD LAKE UNION FREE
SCHOOL DISTRICT**



SUPERINTENDENT OF SCHOOLS

**GREENWOOD LAKE TEACHERS'
ASSOCIATION**

SCHOOL RELATED PERSONNEL UNIT